NUMBER 71266 JOE WALKUP ET UX TO W. G.BRYANT ET UX,RECORDED FEB.20,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $500.00 FIVE HUNDRED AND NO/100 DOLLARS of which TWENTY FIVE AND NO/100 DOLLARS has been paid in cash by W.G.BRYANT AND WIFE ETHEL BRYANT, the receipt of which is hereby acknowledged, and for the remainder $475.00 FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS the said W.G.BRYANT AND WIFE ETHEL BRYANT have EXECUTED THEIR FORTY EIGHT (48) PROMISSORY NOTES ,OF WHICH FORTY SEVEN OF SAID NOTES ARE EACH IN THE SUM OF TEN ($10.00) DOLLARS, AND ONE NOTE IN THE SUM OF FIVE ($5.00) DOLLARS,ALL OF EVEN DATE HEREWITH, THE FIRST ONE OF SAID NOTES DUE AND PAYABLE ON THE 16TH DAY OF MARCH 1925, AND ONE OTHER NOTE DUE AND PAYABLE ON OR BEFORE THE 16TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL OF SAID NOTES SHALL BECOME DUE AND PAYABLE, ALL OF SAID NOTES DUE AND PAYABLE TO JOE WALKUP OR ORDER.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, WE, JOE WALKUP AND WIFE, MOLLIE D.WALKUP have this day bargained and sold, and do hereby transfer and convey unto the said W.G.BRYANT AND WIFE,ETHEL BRYANT,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING K PARTS OF LOTS NOS.11,9 AND 10, ON THE MAP OF ASHTON'S SUBDIVISION OF L.M.LEWIS FARM, AT BORDAUX TENN ;K AS OF RECORD IN BOOK NO.421, PAGE 19, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PARTS OF LOTS NOS.11-9 AND 10 ADJOIN AND FRONTS 100 FEET ON THE WESTERLY SIDE OF ELIZABETH AVENUE,AND RUNS BACK WESTERLY 160 FEET TO A DEAD LINE,AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY MARGIN OF ELIZABETH AVENUE,100 FEET NORTHERLY FROMTHE SOUTHERLY LINE OF LOT NO.11 IN SAID SUBDIVISION;THENCE WITH THE WESTERLY MARGIN OF SAID ELIZABETH AVENUE NORTHERLY 100 FEET TO A POINT; THENCE WESTERLY AND PARALLEL WITH THE LINE BETWEEN LOT NO.11 AND LOTS NOS.9 AND 10 IN SAID SUBDIVISION 160 FEET TO A POINT; THENCE SOUTHERLY 61 FEET TO A POINT;THENCE EASTERLY 160 FEET TO THEM POINT OF BEGINNING AND BEING PART OF THE SAME PROPERTY THAT WAS CONVEYED BY DEEDS OF W.M.LATTA AND WIFE, RHODA J.LATTA, H.B.CARNEY AND WIFE, IDELLA J.CARNEY,AND ERCELL CARNEY CHARLES AND HER HUSBAND OMAR CHARLES,TO THE SAID JOE WALKUP,SEE DEEDS OF RECORD IN BOOKS NO. 554 ,554 AND 554 PAGES 225, 220 AND 219 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN. PURCHASER ASSUMES THE PAYMENT OF 1925 TAXES ON THE W THE WITHIN CONVEYEDPROPERTY.

The within debt secured herein having been paid in full to me, I hereby release the lien on the within described property held to secure the payment of the same. This 3 day of Dec. 1927. Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. G.BRYANT AND WIFE, ETHEL BRYANT, THEIR heirs and assigns, forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W.G.BRYANT AND WIFE, ETHEL BRYANT, THEIR heirs and assigns against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid, WE, the said W. G.BRYANT AND WIFE ETHEL BRYANT do hereby transfer and convey unto BAXTER CATO, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said W.G.BRYANT AND WIFE ETHEL BRYANT, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $--- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE, the said W. G.BRYANT AND WIFE ETHEL BRYANT, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within 60 days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes, then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to W.G.BRYANT AND WIFE ETHEL BRYANT representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-matured unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to BAXTER CATO, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said JOE WALKUP AND WIFE MOLLIE D. WALKUP AND W. G.BRYANT AND WIFE, ETHEL BRYANT, hereunto set our hands and at NASHVILLE, Tennessee, this the 16TH day of FEBRUARY, 192 5

JOE WALKUP
MOLLIE D.WALKUP
W.G. BRYANT, ETHEL BRYANT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES, a Notary Public in and for said County and State, the within-named JOE WALKUP AND WIFE MOLLIE D.WALKUP AND W. G.BRYANT AND WIFE, ETHEL BRYANT

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MOLLIE D.WALKUP AND ETHEL BRYANT, wiVES of the said H JOE WALKUP AND W. G. BRYANT

having appeared before me privately and apart from THEIR husbandS, the said MOLLIE D.WALKUP AND ETHEL BRYANT, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THER said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 16TH day of F EB. 192 5

My commission expires on the --day of ---, 192-- (SEAL) FRED K.JONES, Notary Public

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STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named

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And , wi of the said

having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 192

My commission expires on the day of , 192 , Notary Public

U.S.R.$0.50

RECD . FEB. 18,1925 AT 9:12 A.M.